

Buildings and General Services  
Office of Purchasing & Contracting  
109 State St  
Montpelier VT 05609-3001  
USA

<b>Contract ID</b> 0000000000000000000000032772		Page 1 of 7
<b>Contract Dates</b> 11/01/2016 to 10/31/2018		<b>Origin</b> CPS
<b>Description:</b> CPS-LED LIGHTS & FIXTURES		<b>Contract Maximum</b> \$999,999.00
<b>Buyer Name</b> Berini, Brian Jon	<b>Buyer Phone</b> 802/828-2217	<b>Contract Status</b> Approved

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		Gardco BR8430CWLNW36010UNIVBRP DARK SKY: YES SMARTLIGHT: NO	EA	650.59000	0.00	0.00
2		Lumec RFM-72W32LED4K-T-R2M-UNIV-DMG-RCD-WC10-G Y3 DARK SKY: YES SMARTLIGHT: NO	EA	222.35000	0.00	0.00
3		Halo RL560WH DARK SKY: YES SMARTLIGHT: NO	EA	47.06000	0.00	0.00
4		Lumark XTOR3A DARK SKY: YES SMARTLIGHT: NO	EA	188.24000	0.00	0.00
5		Maxlite ELLF540DW50	EA	1,794.12000	0.00	0.00
6		Maxlite BP35AUT550BPM0	EA	88.24000	0.00	0.00
7		RAB BLED20 DARK SKY: YES SMARTLIGHT: NO	EA	252.94000	0.00	0.00
8		RAB FFLED18 DARK SKY: YES SMARTLIGHT: NO	EA	151.76000	0.00	0.00
9		RAB FFLED39 DARK SKY: YES SMARTLIGHT: NO	EA	234.12000	0.00	0.00
10		RAB FXLED78SF DARK SKY: YES SMARTLIGHT: NO	EA	428.24000	0.00	0.00
11		Sylvania LED11BR30DIMSE830G3 (79657)	EA	3.99000	0.00	0.00
12		Sylvania LED14PAR38/DIM/827/FL40/GL1/W (74037)	EA	3.99000	0.00	0.00
13		Sylvania LED15A21/DIM/O/827/G4 (79491)	EA	5.75000	0.00	0.00
14		Sylvania LED9.5A19/DIM/O/827/G4 (79486)	EA	2.50000	0.00	0.00
15		Sylvania LED8PAR20/DIM/827/FL40/GL1/W (78983)	EA	3.99000	0.00	0.00
16		Energy Focus LEDRFK-DW-VFL-MD DARK SKY: YES SMARTLIGHT: NO	EA	231.68000	0.00	0.00
17		GTL GTR-AR-M21-LO-GR-NL-UVBR	EA	222.35000	0.00	0.00
18		Energy Focus LEDRFK-DW-VFL-SM	EA	140.02000	0.00	0.00
19		Philips 9.5A19/LED/827-22 DIM 120V DARK SKY: NO SMARTLIGHT: YES	EA	3.99000	0.00	0.00
20		Terralux TLK-DLR7H-D4030	EA	147.76000	0.00	0.00
21		Parking Garage Luminaire. Beta. Part # PKG-304-5M-PD-04-E-UL-SV-525-ML, Smartlight=No. Dark Skay=No.	EA	576.47000	0.00	0.00

# State of Vermont

Buildings and General Services  
Office of Purchasing & Contracting  
109 State St  
Montpelier VT 05609-3001  
USA

## CONTRACT



**Vendor ID 0000105475**  
**Sonepar Distribution NE Inc**  
**340 Avenue D Suite 10**  
**Williston VT 05495**  
**USA**

<b>Contract ID</b> 0000000000000000000000000032772		<b>Page</b> 2 of 7
<b>Contract Dates</b> 11/01/2016 to 10/31/2018	<b>Origin</b> CPS	
<b>Description:</b> CPS-LED LIGHTS & FIXTURES	<b>Contract Maximum</b> \$999,999.00	
<b>Buyer Name</b> Berini,Brian Jon	<b>Buyer Phone</b> 802/828-2217	<b>Contract Status</b> Approved

**Phone #: 802-658-1625**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
22		Parking Garage Luminaire. Beta. Part # XA-PSFTG. Smartlight=No. Dark Sky=No.	EA	27.06000	0.00	0.00
23		Cree XA-PS22KIT 22" PENDANT KIT	EA	58.82000	0.00	0.00
24		Maxlite CP40AUTX50B000	EA	135.29000	0.00	0.00
25		Lithonia, 2GTL2LP8XX, Lithonia 2x2 Troffer, 39W, 3700 lumen, 3500K or 4000K color temperature. XX refers to color temperature. Dark Sky-NO, Smartlight-NO.	EA	89.07000	0.00	0.00
26		Philips 2DLG38L8XX-2-D-UNV-SWZ Philips DualLED, 2x2 Troffer, Integrated Spacewise occupancy & daylight harvesting controls, 38W, XX refers to color temperature Dark Sky No Smartlight No	EA	205.88000	0.00	0.00
27		Philips 2DLG43L8XX-4-D-UNV-SWZ Philips DualLED, 2x4 Troffer, Integrated Spacewise occupancy & daylight harvesting controls, 38W, XX refers to color temperature Dark Sky No Smartlight No	EA	247.06000	0.00	0.00
28		Philips 2x4P42L39W8XX-XX Philips, EVO Kit, 2x4 Troffer Retrofit Kit, 39W, XX refers to color temperature and dimming options Dark Sky No Smartlight No	EA	110.59000	0.00	0.00
29		Philips 2x4P52L51W8XX-XX Philips, EVO Kit, 2x4 Troffer Retrofit Kit, 39W, XX refers to color temperature and dimming options Dark Sky No Smartlight No	EA	110.59000	0.00	0.00
30		Philips Evogrid 1-EVG-38L-8XX-4-D-UNV-DIM 1X4 Troffer, 3800lm, 3500K, Universal Electronic 0-10V Dimming Driver Dark Sky No Smartlight No	EA	123.53000	0.00	0.00
31		Philips Evogrid 2-EVG-38L-2-D-UNV-DIM 2x2, 3800lm, 3500 or 4000K, Universal Electronic 0-10V Dimming Driver Dark Sky No Smartlight No	EA	111.76000	0.00	0.00
32		Philips Evogrid 2-EVG-48L-8XX-4-D-UNV-DIM, 2x4, 4800lm, 3500 or 4000K, Universal Electronic 0-10V Dimming Driver Dark Sky No Smartlight No	EA	123.53000	0.00	0.00

# State of Vermont

Buildings and General Services  
Office of Purchasing & Contracting  
109 State St  
Montpelier VT 05609-3001  
USA

## CONTRACT



**Vendor ID 0000105475**  
**Sonepar Distribution NE Inc**  
**340 Avenue D Suite 10**  
**Williston VT 05495**  
**USA**

<b>Contract ID</b> 0000000000000000000000000032772		<b>Page</b> 3 of 7
<b>Contract Dates</b> 11/01/2016 to 10/31/2018	<b>Origin</b> CPS	
<b>Description:</b> CPS-LED LIGHTS & FIXTURES	<b>Contract Maximum</b> \$999,999.00	
<b>Buyer Name</b> Berini,Brian Jon	<b>Buyer Phone</b> 802/828-2217	<b>Contract Status</b> Approved

**Phone #: 802-658-1625**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
33		Philips LF4EZ38XXULAG Philips EZ-Strip, 4', 4000lm, 3000K or 4000K, 100% Frost Lens, Universal Electronic Driver, Non-dimming. XX refers to color temperature choice Dark Sky No Smartlight No	EA	88.24000	0.00	0.00
34		Hubbell HBL-72LU-NN-5K-N-070-ND-WH W/ HBA2B (3/4" PENDANT)	EA	858.82000	0.00	0.00
35		RAB ALED3T78/XX RAB, Pole Light, 78W, 5100K, 120-277V, XX refers to photocontrol option Dark Sky YES Smartlight No	EA	451.76000	0.00	0.00
36		RAB WPLED26-XX RAB Wallpack, 30W, 5000K, XX refers to Photocell option Dark Sky YES Smartlight No	EA	215.88000	0.00	0.00
37		Hubbell ASL-8L-XX	EA	347.06000	0.00	0.00
38		Hubbell ASL-16L-XX	EA	459.71000	0.00	0.00
39		Philips FBX12LL40-UNV Philips, FBX High Bay, 12,000 lumens 4000K Dark Sky No Smartlight No	EA	188.24000	0.00	0.00
40		Philips FBX16LL40-UNV Philips, FBX High Bay, 16,000 Lumens, 4000K Dark Sky No Smartlight No	EA	252.94000	0.00	0.00
41		Philips FBX20LL40-UNV Philips, FBX, 20,000 lumens, 4000K Dark Sky No Smartlight No	EA	264.71000	0.00	0.00
42		LITHONIA ZL1NL485000LMFSTMVOLT40K80CRI	EA	84.08000	0.00	0.00
43		LITHONIA SBL4-LP840	EA	106.91000	0.00	0.00
44		Hubbell/Columbia LCS4-40VL-EU, Hubbell/Columbia, LED Strip, 106w, 11,200 lumen, 4000K Dark Sky No Smartlight No	EA	188.29000	0.00	0.00
45		LITHONIA ZL1NL485000LMFSTMVOLT40K80CRI	EA	84.08000	0.00	0.00
46		HUBBELL ASL-24L-X	EA	594.41000	0.00	0.00
47		Maxlite SKE17DLEDXX Maxlite, LED Eclipse, Screw in LED Flood, 17W, 4100K Dark Sky No Smartlight No	EA	11.76000	0.00	0.00

# State of Vermont

Buildings and General Services  
Office of Purchasing & Contracting  
109 State St  
Montpelier VT 05609-3001  
USA

## CONTRACT



**Vendor ID 0000105475**  
**Sonepar Distribution NE Inc**  
**340 Avenue D Suite 10**  
**Williston VT 05495**  
**USA**

<b>Contract ID</b> 00000000000000000000000032772		Page 4 of 7
<b>Contract Dates</b> 11/01/2016 to 10/31/2018		<b>Origin</b> CPS
<b>Description:</b> CPS-LED LIGHTS & FIXTURES		<b>Contract Maximum</b> \$999,999.00
<b>Buyer Name</b> Berini,Brian Jon	<b>Buyer Phone</b> 802/828-2217	<b>Contract Status</b> Approved

**Phone #: 802-658-1625**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
48		Sylvania LED/HIDR/1500/840 (74039)	EA	38.82000	0.00	0.00
49		Light Efficient Design LED-8033E Series	EA	87.06000	0.00	0.00
50		Light Efficient Design LED-8024-EXX, Post Top LED, 35W, 100-277V, XX refers to color temperature Dark Sky No Smartlight No	EA	92.94000	0.00	0.00
51		Light Efficient Design LED-8029-EXX, Post Top LED, 21W, 100-277V, XX refers to color temperature Dark Sky No Smartlight No	EA	57.65000	0.00	0.00
52		Sylvania LED/HIDR/1500/840 (74039)	EA	38.82000	0.00	0.00
53		Maxlite CAN20U50B	EA	88.24000	0.00	0.00
54		Maxlite LSV2406SU30DV40TS	EA	82.35000	0.00	0.00
55		Lutron MS-OPS6M2-DV-XX	EA	31.65000	0.00	0.00
56		Sylvania LED6A19/DIM/O/827/G5 (79242)	EA	3.99000	0.00	0.00
57		LED FIXTURES MOUNTED ON BLDG (1 LENS/FIXTURE), 523-000095-03 - 912400130225, Philips DCP400 4000 100-277V UL EW REACH, 125W COMPACT POWERCORE, 4000K,100-277V, UL	EA	1,998.82000	0.00	0.00
58		LENSES FOR LED FIXTURES - 8 DEGREE, 120-000068-05 - 910503700511, ZCP770 BSP A8 ACCESSORY, COLORREACH, SPREAD LENS, 8 DEGREES	EA	182.35000	0.00	0.00
59		LENSES FOR LED FIXTURES - 13 DEGREE, 120-000068-00 - 910503700506, ZCP770 BSP A13 ACCESSORY, COLORREACH, SPREAD LENS, 13 DEGREES	EA	182.35000	0.00	0.00
60		LIGHTING, 523-000069-14 - 910503702377, BCP473 36xLED-HB-4000 100- 277V 100 WH UL EW BLAST POWERCORE, 4000K, NO OPTICS, WHITE HOUSING, UL	EA	430.59000	0.00	0.00
61		Hubbell ASL-8L-XX	EA	347.06000	0.00	0.00

All LEDs furnished under this contract shall be either Design Lights Consortium or ENERGY STAR certified fixtures.

In an effort to remain current with the industry and in procuring the most environmentally preferable products, contractor shall introduce new, improved LEDs for consideration throughout the term of this contract.

It is preferred that packaging for products supplied under this contract meet the following: reduced packaging, recycled paper products, soy-based inks, and chlorine-free paper stock.

Collaboration with Efficiency Vermont: The State of Vermont and Efficiency Vermont have created a system where rebates are paid to the state for qualifying energy-efficient lighting equipment, based on quarterly sales data.

# State of Vermont

Buildings and General Services  
Office of Purchasing & Contracting  
109 State St  
Montpelier VT 05609-3001  
USA

## CONTRACT



**Vendor ID 0000105475**  
**Sonepar Distribution NE Inc**  
**340 Avenue D Suite 10**  
**Williston VT 05495**  
**USA**

<b>Contract ID</b> 0000000000000000000032772		<b>Page</b> 5 of 7
<b>Contract Dates</b> 11/01/2016 to 10/31/2018	<b>Origin</b> CPS	
<b>Description:</b> CPS-LED LIGHTS & FIXTURES	<b>Contract Maximum</b> \$999,999.00	
<b>Buyer Name</b> Berini, Brian Jon	<b>Buyer Phone</b> 802/828-2217	<b>Contract Status</b> Approved

**Phone #: 802-658-1625**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
--------	---------	-----------	-----	------------	---------	---------

Contractor shall track sales of all lighting equipment sold to the state, by district or agency, and provide the sales data to Efficiency Vermont on a quarterly basis in spreadsheet format.

The quarterly sales information shall include:

Distributor division  
Date of each sale  
Product model #  
Product description  
Quantity of products for each sale  
Invoice number of each sale  
Rebate requested (US\$; optional)  
Installation customer name  
Installation address  
Installation zip code  
Billing name & billing address (contractor or end user)  
Customer type (residential or commercial)

The exception to this requirement shall be LED products that are covered by Efficiency Vermont's SMARTLIGHT program. Products sold through this program shall be reported to Efficiency Vermont through the established SMARTLIGHT reporting mechanisms.

For SMARTLIGHT eligible products, contractor shall quote the discounted price reflecting Efficiency Vermont's upstream incentives.

Contractor shall participate in the SMARTLIGHT program and shall have a signed Memo of Understanding (MOU) with Efficiency Vermont.

### CONTRACT TERMS AND ADDITIONAL INFORMATION

PERFORMANCE / CONTRACT PERIOD: THIS CONTRACT IS WRITTEN FOR AN INITIAL TWO (2) YEAR TERM, WITH OPTIONS TO EXTEND FOR TWO ADDITIONAL ONE-YEAR PERIODS UPON MUTUAL AGREEMENT OF BOTH PARTIES.

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED JULY 1, 2016 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED NOVEMBER 10, 2010 ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

TERMS: NET 30 DAYS

QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS. THE CONTRACT MAXIMUM IS NOT REFLECTIVE OF ACTUAL USAGE.

DELIVERY: RESPONSIBILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE OFFICE OF PURCHASING & CONTRACTING TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

PRICING: ALL EQUIPMENT PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. ALL EQUIPMENT SHALL BE DELIVERED ASSEMBLED, SERVICED, OILED, AND READY FOR IMMEDIATE USE, UNLESS OTHERWISE REQUESTED BY THE PURCHASING AGENCY.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL

# State of Vermont

Buildings and General Services  
Office of Purchasing & Contracting  
109 State St  
Montpelier VT 05609-3001  
USA

## CONTRACT



**Vendor ID 0000105475**  
**Sonepar Distribution NE Inc**  
**340 Avenue D Suite 10**  
**Williston VT 05495**  
**USA**

<b>Contract ID</b> 0000000000000000000032772		<b>Page</b> 6 of 7
<b>Contract Dates</b> 11/01/2016 to 10/31/2018	<b>Origin</b> CPS	
<b>Description:</b> CPS-LED LIGHTS & FIXTURES	<b>Contract Maximum</b> \$999,999.00	
<b>Buyer Name</b> Berini,Brian Jon	<b>Buyer Phone</b> 802/828-2217	<b>Contract Status</b> Approved

**Phone #: 802-658-1625**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
--------	---------	-----------	-----	------------	---------	---------

ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT, OR ANY PORTION THEREOF, IF, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR ARE NOT CONSISTENT WITH THE TERMS OF THE CONTRACT

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

REPORTING REQUIREMENTS: CONTRACTORS WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORT TO THE PURCHASING AGENT PURSUANT TO THE SCHEDULE BELOW. EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER; USING DEPARTMENT'S ADDRESS, CONTACT NAME, AND TELEPHONE NUMBER; PRODUCT ORDERED; QUANTITY ORDERED; QUANTITY SHIPPED; AND PRICE CHARGED, WITH TOTALS FOR EACH PRODUCT FOR EACH REPORTING PERIOD. WE RESERVE THE RIGHT TO REQUEST ADDITIONAL INFORMATION OR TO MODIFY THE REPORTING PERIODS.

REPORTING PERIODS: QUARTERLY REPORTS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

REPORTING PERIOD: JANUARY 1 TO MARCH 31 - REPORT DUE APRIL 15  
REPORTING PERIOD: APRIL 1, TO JUNE 30 - REPORT DUE JULY 15  
REPORTING PERIOD: JULY 1 TO SEPTEMBER 30 - REPORT DUE OCTOBER 15  
REPORTING PERIOD: OCTOBER 1 TO DECEMBER 31 - REPORT DUE JANUARY 15

Note. A copy of these reports will also be submitted to the addresses below:

Efficiency Vermont  
Attn: Phil Bickel  
128 Lakeside Avenue  
Suite 401  
Burlington, VT 05401

State of Vermont Department of Buildings and General Services  
Attn: Eric Sharp  
eric.sharp@vermont.gov

CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER CANCELLATION UPON DISCOVERY THAT A VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR TO PROVIDE THE PRODUCTS, SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE.

VERMONT STATE COLLEGES: THIS CONTRACT IS ALSO AVAILABLE FOR USE BY THE UNIVERSITY OF VERMONT AND THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE, COMMUNITY COLLEGE OF VERMONT, AND THE VERMONT TECHNICAL COLLEGE.

TOWNS AND SCHOOLS OF THE STATE OF VERMONT: AT THE BIDDER'S ELECTION POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN STATE CONTRACTS AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY FOR THESE PAYMENTS.

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

# State of Vermont

Buildings and General Services  
Office of Purchasing & Contracting  
109 State St  
Montpelier VT 05609-3001  
USA

## CONTRACT



**Vendor ID 0000105475**  
**Sonepar Distribution NE Inc**  
**340 Avenue D Suite 10**  
**Williston VT 05495**  
**USA**

<b>Contract ID</b> 0000000000000000000032772		Page 7 of 7
<b>Contract Dates</b> 11/01/2016 to 10/31/2018	<b>Origin</b> CPS	
<b>Description:</b> CPS-LED LIGHTS & FIXTURES	<b>Contract Maximum</b> \$999,999.00	
<b>Buyer Name</b> Berini, Brian Jon	<b>Buyer Phone</b> 802/828-2217	<b>Contract Status</b> Approved

**Phone #: 802-658-1625**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
--------	---------	-----------	-----	------------	---------	---------

THE VISA PURCHASING CARD MAY BE USED AS A FORM OF PAYMENT UNDER THIS CONTRACT.

### PERFORMANCE MEASUREMENTS

1. DELIVERY IS REQUIRED WITHIN TWO WEEKS OF ACCEPTANCE OF A PURCHASE ORDER, UNLESS THE CONTRACTOR HAS ADVISED THE CUSTOMER ON AN ALTERNATE DELIVERY SCHEDULE (EXAMPLE-LONGER LEAD-TIME DUE TO MANUFACTURING CYCLE WHEN ORDERED FROM OEM). THE ACCEPTABLE QUALITY LEVEL FOR ON TIME DELIVERY WILL BE 99%; THE CUSTOMER WILL REPORT ANY DELIVERIES THAT DO NOT MEET THE CONTRACTORS PROMISED DELIVERY DATE TO THE STATE CONTRACT MANAGER. CONTRACTORS DELIVERY PERFORMANCE WILL BE REVIEWED IN PERIODIC CONTRACT REVIEW MEETINGS BETWEEN THE STATE OF VERMONT (SOV) AND THE CONTRACTOR.

2. THE CONTRACTOR MUST COMPLETE THE REPORTING REQUIREMENTS OUTLINED IN THE RFP AND IN THIS CONTRACT, A FAILURE BY THE CONTRACTOR TO COMPLETE THEIR QUARTERLY REPORTING ON TIME IN TWO CONSECUTIVE QUARTERS WILL RESULT IN A CONTRACT REVIEW WITH POTENTIAL CONSEQUENCES AS SEVERE AS TERMINATION.

3. ORDERING - SUPPLIER MUST RESPOND TO CUSTOMERS REQUESTS FOR TECHNICAL INFORMATION, PRICING, AND DELIVERY INFORMATION WITHIN 48 HOURS OR LESS OF THE FIRST CONTACT BY THE CUSTOMER. THE CUSTOMER WILL REQUIRE A 99% COMPLIANCE TO THIS REQUIREMENT, WITH THE CUSTOMER REPORTING ANY CONTRACTOR NON-COMPLIANCE TO THE STATE CONTRACT MANAGER. THE CONTRACTORS CUSTOMER RESPONSE PERFORMANCE WILL BE REVIEWED IN PERIODIC CONTRACT REVIEW MEETINGS BETWEEN THE SOV AND THE CONTRACTOR. DELIVERY PERFORMANCE MEASURES: PENALTY MAY BE IMPOSED ON CONTRACTORS THAT HAVE CONTINUAL LATE DELIVERIES. THESE PENALTIES MAY INCLUDE BUT ARE NOT LIMITED TO CANCELLATION OF ORDERS, REQUEST FOR DISCOUNTED PRICING, NON-USE OF AN OFFENDING CONTRACTOR OR CANCELLATION OF THE CONTRACTOR'S CONTRACT. THE ACCEPTABLE QUALITY LEVEL FOR ON TIME DELIVERY WILL BE 99%; THE CUSTOMER WILL REPORT ANY DELIVERIES THAT DO NOT MEET THE CONTRACTOR'S PROMISED DELIVERY DATE OF THE OFFICE OF PURCHASING & CONTRACTING. CONTRACTOR'S DELIVERY PERFORMANCE MAY BE REVIEWED IN PERIODIC CONTRACT REVIEWING BETWEEN THE STATE OF VERMONT AND THE CONTRACTOR.

### SALES POC INFORMATION

JOHN CORBIN  
802-658-1625  
John.corbin@needco.com

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

BRIAN BERINI  
SENIOR PURCHASING AGENT  
PHONE: 802-828-2217  
FAX: 802-828-2222  
brian.berini@vermont.gov

**WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT**

**By the STATE of VERMONT**

**By the CONTRACTOR**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_